

1 **BEFORE THE ARIZONA BOARD OF APPRAISAL**

2 **FOR THE STATE OF ARIZONA**

3 IN THE MATTER OF:

4 **VICKY J. LOVE**

5 Holder of Certificate No. 20667; Certified
6 Residential Appraiser in the State of
7 Arizona,

7 Respondent.

Case No: 3741

**CONSENT AGREEMENT FOR
VOLUNTARY SUSPENSION**

9
10 In the interest of a prompt and judicious settlement of the above-captioned matter
11 before the Arizona Board of Appraisal ("Board") and consistent with public interest,
12 statutory requirements and responsibilities of the Board, and pursuant to A.R.S. § 32-3601
13 *et seq.* and A.R.S. § 41-1092.07(F)(5), Vicky J. Love ("Respondent"), holder of
14 Certificate No. 20667 and the Board enter into this Consent Agreement, Findings of Fact,
15 Conclusions of Law and Order ("Consent Agreement") as the final disposition of this
16 matter.

17 On February 20, 2015, the Board met to discuss Case No. 3741. Respondent
18 appeared telephonically and on her own behalf. At the conclusion of the Board's
19 consideration of the matter Board voted to offer Respondent a Consent Agreement For
20 Voluntary Suspension in lieu of further administrative proceedings.

21 **JURISDICTION**

22
23 1. The Arizona State Board of Appraisal ("Board") is the state agency
24 authorized pursuant to A.R.S. § 32-3601 *et seq.*, and the rules promulgated thereunder,
25 found in the Arizona Administrative Code ("A.A.C." or "rules") at R4-46-101 *et seq.*, to
26

1 regulate and control the licensing and certification of real property appraisers in the State
2 of Arizona.

3 2. Respondent holds a certificate as a Certified Residential Appraiser in the
4 State of Arizona, Certificate No. 20667 issued on September 16, 1994, pursuant to A.R.S.
5 § 32-3612.

6 **CONSENT AGREEMENT**

7 Respondent understands and agrees that:

8 3. The Board has jurisdiction over Respondent and the subject matter pursuant
9 to A.R.S. § 32-3601 *et seq.*

10 4. Respondent has the right to consult with an attorney prior to entering into
11 this Consent Agreement.

12 5. Respondent has a right to a public hearing concerning this case. She further
13 acknowledges that at such formal hearing she could present evidence and cross-examine
14 witnesses. Respondent irrevocably waives her right to such a hearing.

15 6. Respondent irrevocably waives any right to rehearing or review or to any
16 judicial review or any other appeal of this matter.

17 7. This Consent Agreement shall be subject to the approval of the Board and
18 shall be effective only when signed by the Executive Director and accepted by the Board.
19 In the event that the Board does not approve this Consent Agreement, it is withdrawn and
20 shall be of no evidentiary value and shall not be relied upon nor introduced in any action
21 by any party, except that the parties agree that should the Board reject this Consent
22 Agreement and this case proceeds to hearing, Respondent will assert no claim that the
23 Board was prejudiced by its review and discussion of this document or any records
24 relating thereto.

8. The Consent Agreement, once approved by the Board and signed by the Respondent, shall constitute a public record which may be disseminated as a formal action of the Board.

FINDINGS OF FACT

On or about February 20, 2015, the Board's investigation revealed the following:

9. This complaint involves an appraisal by Respondent of a single family residence located at 173 N. Tucker Creek Trl, Payson, AZ with an effective date of value of May 30, 2014.

10. Respondent had previously appraised this property on April 15, 2014. In the May 30, 2014, appraisal report, she properly disclosed the fact that she previously had appraised the property. During the April appraisal, Respondent had performed a complete interior inspection of the subject property and took photographs.

11. During her testimony to the Board on February 20, 2015, Respondent admitted that she could not gain access to the interior of the subject property during the May 30, 2014, appraisal; therefore, she did not perform a complete interior inspection of the property. Instead, Respondent testified that she viewed the inside of the home by looking through the windows. Respondent did not disclose in the appraisal report that she did not conduct a complete interior inspection of the home.

12. Respondent utilized the photographs from the April 2014, appraisal report in the May, 2014 appraisal report. She testified that this was necessary because her camera was not working at the time of the inspection. She did not disclose in the May 2014, appraisal report that the photos were the same photos contained in the April 2014, report.

13. Despite her admission that she did not conduct a complete interior inspection of the subject property during the May 2014, appraisal, Respondent signed the Certification that she had inspected the interior of the property.

CONCLUSIONS OF LAW

14. The Board has personal and subject matter jurisdiction in this case under A.R.S. § 32-3601 *et seq.*, and is authorized to seek disciplinary action against any licensed or certified real property appraiser in the State of Arizona for violations statute, rule or the standards of practice adopted by the Board.

15. Pursuant to A.R.S. § 32-3635, a certified or licensed appraiser in the State of Arizona must comply with the standards of practice adopted by the Board. The Standards of Practice adopted by the Board are codified in the USPAP edition applicable at the time of the appraisal.

16. The conduct described above constitutes violations of the following provisions of the USPAP, 2014-2015 edition:

The Ethics Rule---Conduct

ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law, the parties agree to the following:

17. Respondent's Certificate as a Certified Residential Appraiser shall be suspended for a period of thirty (30) days, effective April 1, 2015. Respondent's certificate shall remain suspended up to, through and including April 30, 2015.

1 18. Respondent shall successfully complete the following education within **six**
2 **(6) months** of the effective date of this Consent Agreement: a **fifteen (15) hour USPAP**
3 **course (with an exam)**. The education under this paragraph **may not** be counted toward
4 the continuing education requirements for the renewal of Respondent's certificate. **The**
5 **coursework must be taken in-person if at all possible**. The same class may not be
6 repeated to fulfill the education requirements of this Consent Agreement
7

8 19. Proof of completion of the required education must be submitted to the
9 Board within 3 weeks of completion of the required course. Respondent shall be
10 responsible for all costs associated with completing the coursework. Respondent shall
11 bear all costs and expenses associated with completing the course(s).
12

13 20. During the period of suspension, the Respondent shall not issue a verbal or
14 written appraisal, appraisal review, or consulting assignment or hold herself out as a
15 certified residential appraiser.

16 21. Respondent has read and understands this Consent Agreement as set forth
17 herein, and has had the opportunity to discuss this Consent Agreement with an attorney
18 or has waived the opportunity to discuss this Consent Agreement with an attorney.
19 Respondent voluntarily enters into this Consent Agreement for the purpose of avoiding
20 the expense and uncertainty of an administrative hearing.
21

22 22. Respondent understands that she has a right to a public administrative
23 hearing concerning each and every allegation set forth in the above-captioned matter, at
24 which administrative hearing she could present evidence and cross-examine witnesses.
25 By entering into this Consent Agreement, Respondent freely and voluntarily relinquishes
26

1 all rights to such an administrative hearing, as well as all rights of rehearing, review,
2 reconsideration, appeal, judicial review or any other administrative and/or judicial action,
3 concerning the matters set forth herein. Respondent affirmatively agrees that this Consent
4 Agreement shall be irrevocable.

5 23. Respondent understands that this Consent Agreement, or any part thereof,
6 may be considered in any future disciplinary action against her.
7

8 24. The parties agree that this Consent Agreement constitutes final resolution
9 of this disciplinary matter.

10 25. Time is of the essence with regard to this agreement.

11 26. If Respondent fails to comply with the terms of this Consent Agreement,
12 the Board shall properly institute proceedings for noncompliance with this Consent
13 Agreement, which may result in suspension, revocation, or other disciplinary and/or
14 remedial actions. Respondent agrees that any violation of this Consent Agreement is a
15 violation of A.R.S. § 32-3631(A)(8), which is willfully disregarding or violating any of
16 the provisions of the Board's statutes or the rules of the Board for the administration and
17 enforcement of its statutes.
18

19 27. Respondent understands that this Consent Agreement does not constitute a
20 dismissal or resolution of other matters currently pending before the Board, if any, and
21 does not constitute any waiver, express or implied, of the Board's statutory authority or
22 jurisdiction regard any other pending or future investigation, action or proceeding.
23 Respondent also understands that acceptance of this Consent Agreement does not
24 preclude any other agency, subdivision or officer of this state from instituting other civil
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1 or criminal proceedings with respect to the conduct that is the subject of this Consent
2 Agreement.

3 28. Respondent understands that the foregoing Consent Agreement shall not
4 become effective unless and until adopted by the Board of Appraisal and executed on
5 behalf of the Board. Any modification to this original document is ineffective and void
6 unless mutually approved by the parties in writing.
7

8 29. Respondent understands that this Consent Agreement is a public record that
9 may be publicly disseminated as a formal action of the Board.

10 30. Pursuant to the Board's Substantive Policy Statement #1, the Board
11 considers the violation in the above-referenced matter to constitute to a **Level IV**
12 **Violation.**
13

14
15 DATED this 23rd day of March, 2015.

16 ARIZONA STATE BOARD OF
17 APPRAISAL

18 

19 Vicky J. Love
20 Respondent

21 

22 Debra J. Rudd
23 Executive Director, Arizona State Board of
24 Appraisal

25 **ORIGINAL** filed
26 this 23rd day of March, 2015 to:

Arizona State Board of
Appraisal
15 S. 15th Avenue, Ste. 103A
Phoenix, Arizona 85007

1 **COPY** of the foregoing mailed
2 Via regular and certified mail # 7012 3050 0002 0740 5462
3 this 23rd day of March, 2015 to:

4 Ms. Vicky J. Love
5 1101 W. Saddle Lane
6 Payson, AZ 85541

7 **COPY** of the foregoing mailed this
8 23rd day of March, 2015 to:

9 Jeanne M. Galvin
10 Assistant Attorney General
11 1275 W. Washington Street CIV/LES
12 Phoenix, Arizona 85007
13 Attorney for the State of Arizona

14 By: Kelly Lutczyn

15 Doc # 4344485